E-TENDER NOTICE

Online Quotations are invited for annual contract for Anti-Termite Treatment/Pest control Services in Department of Industrial Policy & Promotion, Udyog Bhawan, New Delhi. The schedule of above said NIT are as under:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>SCHEDULE OF TENDER</th>
<th>DATE AND TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Last Date &amp; Time for submission of EMD.</td>
<td>Upto 3.00 P.M. on 03.10.2018</td>
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<tr>
<td>3.</td>
<td>Last Date &amp; Time for submission of online bid</td>
<td>Upto 3.30 P.M. on 03.10.2018</td>
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<tr>
<td>4.</td>
<td>Date and time for opening of Tender Document - Technical Bids</td>
<td>3.30 P.M. on 04.10.2018</td>
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<tr>
<td>5.</td>
<td>Opening of Financial Bid on line</td>
<td>After evaluation of Technical Bids (Eligible bidders shall be informed)</td>
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(S. RAVISH ALI)
Under Secretary to the Govt. of India
Tel.No.: 2306 3697
No.D-13020/06/2017-GA
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion

Udyog Bhawan, New Delhi
Dated: 11th September, 2018

E-TENDER NOTICE

Subject: Online Bid for Pest Control / Anti-Termite Treatment Services in the Department of Industrial Policy & Promotion-regarding.

1. Online e-Tenders are invited from reputed, experienced and financially sound firms for Annual Maintenance Contract for Pest Control Services in the Department of Industrial Policy & Promotion, Udyog Bhawan, New Delhi. The detailed terms and conditions of the contract are given in Annexure-I. The technical bid format is available at Annexure-II. The Financial bid format is at Annexure-III.

2. The bid will be accepted as an e-tender only and intending bidders must be registered with the Central Public Procurement Portal (CPP) i.e. http://eprocure.gov.in/eprocure/app.

3. Interested service providers may submit their Quotations (technical and financial) online at http://eprocure.gov.in/eprocure/app as per the prescribed Performa. Quotations are to be submitted only online through e-Procurement Portal http://eprocure.gov.in/eprocure/app. Tenders sent by any other mode will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time under any circumstances whatsoever.

4. Earnest Money Deposit (EMD) of Rs. 12,000/- (Rupees Twelve Thousand only) in the form of crossed Demand Draft/Bankers Cheque in favour of ‘DDO(Cash), Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi’ has to be submitted to the Under Secretary (GA), DIPP, Room No. 271-A, Udyog Bhawan, New Delhi-110011 by 3.00 P.M. on 03.10.2018. EMD’s should be valid for a period of at least 90 (ninety) days from the date of opening of the tender. In case EMD is submitted late or not submitted at all, the bid will be considered unresponsive and incomplete and will be summarily rejected. Accordingly, bidders are required to ensure that their entry is made in EMD register and their signature are obtained on the same before the Register is closed at the prescribed time. The earnest money will be returned to all the unsuccessful tenders after finalization of the Contract. The firms registered with MSME and NSIC should submit a copy of EMD Exemption certificate for claiming exemption from EMD submission. Similarly, Startups registered under the Startup India initiative shall also be exempted from payment of EMD.
5. The Technical Bid and Financial Bid should be submitted separately following the procedure of two bid system as per GFR 2017. Technical Bids are to be examined by the Technical Evaluation Committee (TEC) constituted by the Department at the first instance. At the second stage, financial bids of only the technically eligible offers will be opened for further evaluation and ranking before awarding the contract.

6. Payment shall be made by electronic transfer to the account of the firm on submission of pre-receipted typed bill in triplicate. No advance payment shall be made in any case.

7. The EMD's submitted by all the unsuccessful bidders shall be returned by the department after finalization of the tender.

8. In case, any holiday is declared by the Government of India on the day of Bid Opening Date, the bid will be opened on the next working day at the same time.

9. Order shall be placed on the eligible bidder offering lowest rates exclusive of GST for the scope of work indicated at Annexure-III.

10. The Department reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.

11. The estimated cost of the service is Rs.4.5 lakh per annum.

(S. RAVISH ALI)
Under Secretary to the Govt. of India

1. NIC for placing this tender on the website of DIPP and CPPP for wide publicity.
A. TERMS AND CONDITIONS OF CONTRACT

1. SCOPE OF WORK

(a) The Contractor will be required to provide Anti-Termite/Pest Control Service. This will be carried out for controlling termite, mosquitoes, cockroaches, flies and other flying insects in the rooms of Minister’s Office and corridors/Offices of Senior Officers/Sections/Conference Rooms/Library Departmental Canteen etc. open drains, dustbins, garbage area.

(b) To ensure that the rooms, Conference Rooms, Store, Library entire premises occupied by DIPP are completely free from any insect, termite, pest and rodents etc. to avoid any epidemic and damage to the building of Udyog Bhavan.

(c) To use fumigation with moth repellents and insecticides against pests, termites and rodents in the store room and library.

(d) Anti-larva treatment of drains to control of vectors of Dengue, Malaria etc.

(e) Treatment for silver fish for carpets, cloth, books etc.

(f) Post construction termite treatment and field treatments.

(g) The frequency of service will be once in every quarter. However, as per the requirement the frequency of maintenance may be increased to more than once in every quarter.

2. PERIOD OF CONTRACT

The contract for Anti-Termite Treatment /Pest control service in the Department of Industrial Policy & Promotion will be valid for a period of One year w.e.f. the date of award of the contract. The contract may be renewed on a year to year basis for a maximum period of 3 years, if the services provided are found to be satisfactory. However, the contract may be terminated before expiry of this period owing to deficiency in service after giving one weeks’ notice to the selected firm.

3. EARNEST MONEY DEPOSIT (EMD)

EMD of Rs. 12,000/- (Rupees Twelve Thousand only) of unsuccessful bidders will be returned after the contract is awarded to the successful tenderer. The EMD of the successful bidder will be returned after he/she/it deposits performance security of the prescribed amount in the form of DD/FD/Bank Guarantee. The performance security should remain valid for a period of two months after the entire contractual obligations have been fulfilled by the contractor.

4. FORFEITURE OF EARNEST MONEY DEPOSIT

The Earnest Money shall be forfeited in the event:

(a) If the quotation is withdrawn by the bidder:
   (i) at any time prior to its rejection or
   (ii) Before or after its acceptance is communicated to the bidder or

(b) If the Contractor fails to comply with the terms & condition of the Quotation Notice or does not fulfill/produce the documents/promises made before this Department or any Committee constituted by this Department for this purpose.
5. PERFORMANCE SECURITY

An amount of Rs.30,000/- (Rupees Thirty Thousand only) will be the "Security Deposit" in the case of successful lowest bidder, which may be furnished in the form of Fixed Deposit Receipt from a Commercial bank or Bank Guarantee from a Commercial bank. The Performance Security should be valid for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor. **EMD will be refunded to the successful bidder on receipt of Performance Security.** No interest will be paid on Performance Security deposit.

6. RELEASE OF PAYMENT

Payment will be made after satisfactory completion of work by electronic transfer to the account of the firm on submission of pre-receipted typed bill in triplicate. No advance payment shall be made in any case. Company should furnish details of bank accounts along with the other requisite documents.

7. TENDER VALIDITY

The tender validity period is 120 days from the date of opening of tender. The rates quoted by the bidders will remain valid for a period of 120 days or till the date of finalization of tender, whichever is later.

8. PENALTY CLAUSE

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<tbody>
<tr>
<td>1.</td>
<td>For not attending Complaints</td>
<td>Rs.200/- per day per default</td>
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<tr>
<td>2.</td>
<td>Causing damage to Govt. Property</td>
<td>Three times the value of the damaged Property</td>
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<tr>
<td>3.</td>
<td>Breach of any condition of the Contract</td>
<td>Minimum penalty of Rs.10,000/- per default or termination of contract and the forfeiture of performance security as the case may be.</td>
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9. RESOLUTION OF DISPUTE

Any dispute arising in the matter shall be resolved through an arbitrator to be nominated by the Competent Authority in the Ministry.
10. GENERAL TERMS & CONDITIONS

(i) The schedule of work should be fixed after consulting GA Section in order to avoid any hindrance in the normal functioning of the office.

(ii) The firm should have their office in Delhi NCR area.

(iii) The insecticides/pesticides will be arranged by the Contractor. Only approved chemicals and pesticides (having no/low odour) of the best quality recommended by WHO should be used during the currency of the contract.

(iv) The service will have to be provided so as to ensure so that the areas mentioned above are free from insects, worms, rodents, mosquitoes, white ants and larvae. If any penalty is imposed by MCD or any other authority due to the presence of mosquito, larvae etc. in the areas mentioned in the tender notice, the same will have to be borne by the Contractor.

(v) The tender will be inclusive of all materials like insecticides/pesticides etc. recommended by WHO and firms must preferably be registered with IPCA (Indian Pest Control Association). The work shall be done with the special equipment meant for the purpose.

(vi) The firm shall make its own arrangement for transport of personnel, material etc. at its own cost and expenses and provide all materials, labours/supervisor, Apparatus, conveyance and every other item/inventory for the execution of the work covered by this Contract to the full satisfaction of this Ministry.

(vii) The Comprehensive charges for the general termite control and pest control will be inclusive of cost of material used for the purpose and visiting/services of the personnel employed by the firm during the period of contract.

(viii) No increase in amount shall be considered during the period of Annual Contract. No other charges like transportation/fare etc., will be payable.

(ix) Canvassing in any form is strictly prohibited and tender of the tenderer who resort to such activities will be summarily rejected.

(x) If the firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled and security deposit shall be forfeited.

(xi) Overwriting or correction in any of the tender document is not permissible. The rates should be quoted both in figures and words. The conditional bid will not be accepted under any circumstances.

(xii) The EMD shall be forfeited in case the firm does not fulfill/produce the documents promises made before this Department or any Committee constituted by this Department for this purpose.

(xiii) The firm must have valid PAN and GST Registration Numbers. Copies of relevant proofs are to be uploaded alongwith the bid document.

(xiv) The firm should hold a valid license for the work having a minimum 3 years' experience in any Govt./Semi-Govt./PSU of repute needs to apply. Copies of award letters and experience certificate of the last three year (2015-16 to 2017-18) signed by an officer not below the rank of Section Officer are to be scanned and uploaded.
(xv) The firm should not have been black listed by any Govt. Ministries/Departments nor any criminal case registered/pending against the firm or its owner/partner anywhere. A Self Declaration in this regard is to be uploaded alongwith bid document.

(xvi) The firm shall ensure that there should not be recurrence of the problem during the tender period after treatment. In case, the problem exists in such place/area the contractor shall provide the service without any claims/charge in such cases.

(xvii) The contractor will have to provide skilled staff for the purpose. The timing and deployment would be according to the need of the staff.

(xviii) The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Department.

(xix) A list of employees engaged by the Contractor shall be provided by the Department before taking over the work.

(xx) The staff of the contractor will enter the building with a proper identity card.

(xxi) Security instructions/orders issued by the Department from time to time shall be followed by the contractors and his employees.

(xxii) If any incident of theft/pilferage by the worker of the firm is reported causing pecuniary loss to the Government, the entire cost will be recovered from the firm besides annulment of the contract.

(xxiii) The Department shall not be responsible for any compensation which may be required to be paid to the workers of the contractor consequent on any injury/mishap.

(xxiv) This Department reserves the right to terminate the contract any time without assigning any reason therefor.

(xxv) No bidder is allowed to withdraw the tender. In case of withdrawal the EMD shall stand forfeited besides action being taken to black list the bidder.

(xxvi) The agency/Firm shall not appoint any sub-contractor for the work under any circumstances.

(xxvii) Each and every page of NIT will be signed by the authorized signatory of the Firm/Agency and submitted along with the tender.

(xxviii) In case the successful bidder found in breach of any condition(s)/tender at any stage, legal action as per rules/laws shall be initiated against the agency concerned. In that case Earnest Money Deposit/ Performance security shall be forfeited after giving proper opportunity through show cause notice.

(xxix) All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India.

(>xx) Interested firms/parties will have to submit unconditional acceptance to the above terms and conditions at the time of submission of the tender.

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<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Details</th>
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<tbody>
<tr>
<td>1.</td>
<td>Name of the Agency/Firm</td>
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<tr>
<td>2.</td>
<td>Business address of the Agency/Firm</td>
<td></td>
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<tr>
<td>3.</td>
<td>Telephone No.</td>
<td></td>
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<tr>
<td>5.</td>
<td>PAN of the Agency/Firm</td>
<td>(Proof to be uploaded)</td>
</tr>
<tr>
<td>6.</td>
<td>GST /Service Tax Registration Number of Agency/Firm</td>
<td>(Proof to be uploaded)</td>
</tr>
<tr>
<td>7.</td>
<td>Copy of contracts/Certificates of last 3 years in similar field.</td>
<td>(Copy of Award letter &amp; experience certificates of last three years (2015-16 to 2017-18) to be uploaded)</td>
</tr>
<tr>
<td>8.</td>
<td>Details of EMD</td>
<td>(Firms/Agencies registered with NSIC/MSME authorities for tendered service/items are exempted from payment of EMD on production of attested copy of certificate issued by NSIC/MSME). Startups registered under the Startup India initiative shall also be exempted from payment of EMD. (/Proof to be uploaded)</td>
</tr>
<tr>
<td>9.</td>
<td>Self-Certificate to the effect that the firm has not been black listed by any Ministry/Deptt./PSUs or Banks etc.</td>
<td>(To be uploaded)</td>
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( Signature of Owner / Authorized Representative )

Bidders Name with Seal
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Job / Item description</th>
<th>Rate (per Sq. ft.) (in Rs.) (exclusive of GST)</th>
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<tbody>
<tr>
<td>1</td>
<td>Pest Control (Cockroach, Silverfish, Pesticide, Ant etc.) and Anti-Termite Treatment in DIPP as per the Scope of Work mentioned in Annexure-I of the Tender Document</td>
<td></td>
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</tbody>
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The services may be requisitioned as and when required on demand basis according to level of infestation.

( Signature of Owner / Authorized Representative )

Bidders Name with Seal